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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

**TOWN OF RHINEBECK**

and

**TEAMSTERS LOCAL 445**

January 1, 2017 – December 31, 2019

1/1/17 – 12/31/19

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# **1 CONDITION AND SCOPE OF AGREEMENT**

**1.1** The Town of Rhinebeck, hereinafter known as the "Town", consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its employees, administrators and members of the bargaining unit, which will enhance the working program of the Town of Rhinebeck, and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and;

**1.2** To assure equitable treatment of its employees herein, pursuant to the law of the State of New York, and the rules, regulations and policies shall be subject to the grievance procedure of this agreement. Union Representatives shall have access to visit all facilities where members work;

**1.3** Hereby, agrees to recognize Local Union No. 445, International Brotherhood of Teamsters, located at 15 Stone Castle Road, Rock Tavern, New York, 12575 as the sole and exclusive bargaining representative of: Highway Department employees and full-time Maintenance Department employees, excluding seasonal or temporary employees up to a maximum of six months, the Superintendent of Highways, clerical employees, and all other Town employees with regard to rates of pay, wages, hours of employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.

## **2 UNION SECURITY**

### **2.1 Union Membership/Agency Shop**

**2.1.1 Check-Off of Dues:** The Town agrees to deduct from all employees who are Union members covered by this agreement dues of the local Union, and agrees to remit same to said local Union, at the end of each month for which said deductions are made. Written authorization by the employee is to be furnished to the Town.

**2.1.2 Agency Shop:** Under the Taylor Law, membership in this local Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in this local Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.

Membership in the local Union is separate, apart, and distinct from the assumption by one of his/her equal obligations to the extent he/she receives equal benefits. The local Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally, without regard as to whether or not an employee is a member of the local Union. Accordingly, it is fair that each employee in the bargaining unit pay his/her fair share of the obligation along with the grant of equal benefits contained in this agreement in accordance with New York State law.

**2.1.3 Hiring Additional Personnel:** When new employees are to be hired, the local Union, as well as other sources, will be afforded the opportunity to send applicants for the job(s). The final judgment in passing upon the qualifications of applicants shall be made by the Town.

## **2.2 Contract Administration**

**2.2.1 Stewards:** The Town recognizes the right of the Union to designate job stewards and alternates from the employer's seniority list. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities: 1) the investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement; and, 2) the transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers.

**2.2.2 Super-Seniority of Chief Steward:** One steward shall be granted super-seniority only for purposes including layoff, rehire, and job preferences, provided he/she is qualified, as determined by the Highway Superintendent. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the Civil Service Commission and the State of New York. Should any conflict arise, such provisions shall be modified to conform with the applicable law, rule, or regulation.

**2.2.3 Leave for Union Business:** No steward shall be engaged upon Union business during the time when he/she is assigned to a regularly scheduled assignment or needed to respond to an emergency situation. The employee's designated by the Union as Shop Steward shall be given reasonable time during the working hours to process employee's grievances and negotiate contracts.

## **3 GENERAL CONDITIONS OF EMPLOYMENT**

### **3.1 Hiring**

**3.1.1 Probationary Period:** Employees newly hired shall serve a twelve-month probationary period before becoming a regular employee. Separation or termination can be made at any time during this period.

**3.1.2 Operating Licenses:** If required for job performance, all employees must maintain valid and appropriate licenses.

### **3.2 Seniority**

**3.2.1 Role of Seniority:** Seniority shall prevail in that the Town recognizes the general principle that senior employees have preferences of employment and promotional opportunity for non-competitive jobs and choose their shift and to work at the job for which the pay is highest, provided such employees are qualified for such work.

**3.2.2 Seniority List:** Employees shall be placed on the seniority list, by department, after thirty calendar days of employment as of his/her first date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this agreement.

**3.2.3 Loss of Seniority:** Seniority shall be broken only by: a) discharge for just cause; or, b) one week after voluntary quit or resignation.

**3.2.4 Posting and Filling of Vacancies:** New positions shall be posted in a conspicuous spot for five work days before a new worker may be hired. Workers with seniority shall be allowed to bid into such new positions, and the new positions shall be awarded on the basis of seniority, provided the worker is qualified for the new job as determined by the appropriate Town Department Head.

### **3.3 Layoff and Recall**

**3.3.1 First to be Laid Off:** In the event of a reduction in the number of positions in a job title in the non-competitive or labor class within a given department, the employee within that job title with the least bargaining-unit seniority will be the first to be laid off.

**3.3.2 Bumping Rights:** Any employee laid off shall have the right to displace a less senior employee in a lower graded job title on the Department seniority list so long as the employee is qualified.

**3.3.3 Recall to Same Job Title:** In the event there is a vacancy in the job title in the non-competitive or labor class where a layoff occurred, the laid-off employee who was within the affected job title in the department with the most service seniority will be offered the position, provided the employee is qualified.

**3.3.4 Notice of Recall:** In the event of a recall, the laid-off employee shall be given notice of recall by registered or certified mail sent to the address last given the Town by the employee.

**3.3.5 Recall Procedure:** Within three calendar days after tender of delivery at such address of the Town's notice, the employee must notify the Town Supervisor by registered or certified mail of his/her intent to return to work and must actually report for work within seven calendar days after date of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the seven-calendar period. In the event the employee fails to comply with the above provisions, he/she shall lose all seniority rights under this agreement, and he/she shall be considered as a voluntary quit.

Employees who willfully fail to return to work one week following an approved leave of absence will lose all prior seniority.

**3.3.6 Duration of Recall Rights:** An employee in the non-competitive or labor class who is laid off will be eligible for recall for up to a period equal to the employee's seniority but in no case more than two years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the department nor have any recall rights to a position within the bargaining unit.

### **3.4 Separation from Employment**

**3.4.1 Paycheck:** Upon resignation, an employee shall be paid all money due on the next regularly scheduled payday following such resignation, including accrued vacation and compensatory time. If an employee is discharged by the Town, or if an employee resigns after being served with a Notice of Charges under Section 75 of the Civil Service Law, all accrued vacation time shall be forfeited.

**3.4.2 Return of Town Property:** Upon separation from employment, the employee shall return to his/her immediate supervisor all department property in his/her possession or assigned to him/her in substantially the same condition as when received, reasonable wear and tear expected, or the fair and reasonable value thereof shall be deducted from his/her last paycheck.

### **3.5 Job Duties and Classifications**

**3.5.1 Job Classifications:** Job classifications are defined by the Dutchess County Classification Manuals and the following jobs are covered by this contract: Foreman, Auto Mechanic, Heavy Equipment Operator, Medium Equipment Operator, and Laborers.

Upon request of an employee, the Highway Superintendent shall make available the job descriptions for the Department. Each employee shall also have access to his/her personnel file upon written request.

All job classifications and pay rates shall be listed in the contract. A seniority list will be provided to the Union and Shop Steward upon request.

**3.5.2 Out-of-Title Work:** An employee in one job classification may be used in another job classification or division only if no work opportunities are lost by employees normally performing work in that job classification or division to which he/she is transferred.

An employee assigned to work out of his/her regular job classification shall not be responsible for damage caused as a result of his/her lack of knowledge in performing the assigned duties, provided such damage does not result from a willful destructive act.

No employee will be paid at the rate lower than his/her primary classification. When an employee is assigned to a higher classification for a minimum of four hours **in a workday**, he/she will be paid a differential of seven percent (7%) above the employee's regular rate of pay. Higher classification pay does not apply to Highway Superintendent's pay.

### **3.6 Part-Time Employees**

**3.6.1** Part-time employees shall work no more than 30 hours per week. Part-time employees shall receive 50% of all benefits in the contract. Part-time employees shall be governed by the Salary Schedule. Any part-time employee who exceeds 30 hours per week averaged in a quarter year shall be offered full-time employment.



## **4 DUE PROCESS PROCEDURES**

### **4.1 Grievance Procedure**

**4.1.1 Definition:** For the purposes of this Collective Bargaining Agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this Collective Bargaining Agreement.

**4.1.2 Time Limits:** A grievance must be presented within twenty working days of the incident sought to be grieved or within twenty working days when the Union became aware of or should have known of the incident to be grieved, or it shall be deemed waived and withdrawn.

#### **4.1.3 The grievance procedure shall be:**

**Stage 1 - Appeal to Highway Superintendent:** The Grievant shall present the grievance in writing to the Highway Superintendent (for a grievance in the Highway Department) or the Liaison to the Maintenance Department (for a grievance in the Maintenance Department) who shall render a written reply within ten working days of receipt of the grievance.

**Stage 2 - Appeal to Town Supervisor:** If the Grievant is not satisfied with the response at Stage 1, the Shop Steward may present the grievance on behalf of the aggrieved employee(s) - in writing - to the Town Supervisor, or designee. The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Stage One response, or when the Stage One response should have been received. The Town Supervisor, or designee, will have fourteen calendar days to respond to the the Shop Steward.

**Stage 3 - Appeal to Arbitration:** If an aggrieved employee and Teamsters Local 445 object to the determination rendered by the Town Supervisor or his designee, Teamsters Local 445 may, within five working days from the receipt of such decision, appeal the grievance to arbitration. A copy of such appeal must be in writing addressed to the Town Supervisor.

Selection of the arbitrator shall be made from an established panel of five arbitrators. The panel of arbitrators shall be established by mutual agreement between the Town and the Union and published in a memorandum of agreement. The Town Supervisor, or designee, shall contact each of the five arbitrators on the panel and select that arbitrator who is able to conduct the arbitration hearing at the earliest date.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The decision rendered by the arbitrator shall be final and binding on all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this Collective Bargaining Agreement. The Town and the Union shall share the fees of the arbitrator equally.

## **4.2 General Rules and Discipline**

**4.2.1 Notice of Discipline:** The Union office and the Shop Steward shall receive copies of all disciplinary notices.

**4.2.2 Ability to Work:** The use of alcoholic beverages, illegal drugs, or being under the influence of same, shall be prohibited during all working hours and anticipated snow removal and other anticipated emergency call-outs.

**4.2.3 Sexual Harassment:** The Town of Rhinebeck, in compliance with New York State and Federal laws, prohibits sexual harassment in the workplace. Sexual harassment is defined as "any related or unwanted verbal or physical advance, sexually explicit derogatory statements, sexually discriminatory remarks made by someone, or sexually explicit material displayed by someone on the workplace which creates a hostile work environment". Such advances, remarks and material constitute sexual harassment if they are offensive, objectionable, or humiliating to the recipient.

**4.2.4 Workplace Behavior:** Employees must refrain from fighting or abusive behavior to the public or Town employees. Violations of the general rules, as determined by the Highway Superintendent, may result in disciplinary actions. Employees may receive warnings. Written warnings shall be placed on file and will be considered for disciplinary action determined by the Town Board. Both parties will endeavor to have disciplinary action imposed in progressive steps, however, both acknowledge that some situations may warrant more extreme discipline, including termination, in the first instance.

**4.2.5 Civil Service Rights:** Discipline for an employee who has completed two years of continuous service will be entitled to all rights and privileges under Section 75 of New York State Civil Service Law shall vest pursuant to the statutory terms.

## **4.3 Drug and Alcohol Testing**

**4.3.1** The Drug and Alcohol Testing policy and procedures in effect at the date of execution of this Agreement shall remain in full force and effect unless the parties mutually agree to negotiate changes to such policy and procedures.

## 5 PAID LEAVE

### 5.1 Vacations

**5.1.1 Allowance (credited on anniversary date):** Employees shall receive paid vacations as follows:

After completion of:	Vacation Leave:
1 year of continuous employment	5 days (40 hours)
2 years of continuous employment	10 days (80 hours)
8 years of continuous employment	15 days (120 hours)
12 years of continuous employment	20 days (160 hours)

Vacation eligibility shall be determined consistent with the employee's anniversary date of hire.

**5.1.2 Accrual During Leaves of Absence:** In the event an employee is absent from work *without pay* for more than eighteen work days in the twelve months preceding the employee's anniversary date, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%. For example, if an employee with 10 years of service is absent without pay for 40 cumulative work days in the 12 months preceding the anniversary date of the employee's 11<sup>th</sup> year, the employee would be credited with 102 hours of vacation rather than 120 hours (40 days ÷ 260 days = 15%; 85% X 120 hours = 102 hours).

**5.1.3 Accumulation:** No carry over of vacation time from one year to the next will be permitted. In the event an employee cannot use vacation by the end of the year due to no fault of their own, the employee may carry over unused vacation leave for 120 calendar days.

**5.1.4 Scheduling:** Vacation leave should be requested at least **two weeks in advance** and shall be subject to the needs of the Department, the notice period may be waived by the Highway Superintendent for Highway or Town Supervisor for Maintenance. Vacation approval shall not be unreasonably denied. Vacation time must be taken in half-day increments.

**5.1.5 Termination of Employment:** see 3.4.1, above.

## 5.2 Holidays

**5.2.1 Designated Holidays:** All employees covered hereunder shall be entitled to the following holidays on the day designated by the Town Board at its organizational meeting in January of each year.

New Years Day	Indigenous Peoples Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day (4 <sup>th</sup> Monday)	Day after Thanksgiving
Independence Day	Christmas Eve (3 hours)*
Labor Day	Christmas Day

**Floating Holiday:** In addition to the designated holidays listed above, a full-time employee will be credited with one floating holiday on January 1<sup>st</sup> of each year. The employee must receive prior approval from the Highway Superintendent for Highway or the Town Supervisor for Maintenance to take a floating holiday. In the event more employees request a floating holiday than minimum coverage permits, preference will be given to the employee with the most service seniority. Floating holidays must be used in whole-day increments. An employee may not accumulate floating holidays. Any floating holidays remaining unused at close of business on the last day of the calendar year will be canceled.

However, the three hours for Christmas Eve will be observed only if such day falls on Monday through Friday, inclusive.

**5.2.2 Holiday Pay (not assigned to work):** An employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

**5.2.3 Holiday Pay (assigned to work):** Employees shall be paid one and one-half times plus regular pay for working on a Holiday, except for Christmas. Employees shall be paid two times plus regular pay for working on Christmas, regardless of the day of the week on which Christmas falls.

### **5.3 Sick Leave**

**5.3.1 Allowance (semi-annual accrual):** All employees covered hereunder shall be credited with forty-eight hours of paid sick leave on January 1<sup>st</sup> and forty-eight hours of paid sick leave on July 1<sup>st</sup>.

**5.3.2 Accrual During Leaves of Absence:** In the event an employee is absent from work *without pay* for more than nine work days in the six-month period, the semi-annual allowance of sick leave to be credited for the next period will be adjusted on a prorated basis, with 260 days equal to 100%.

**5.3.3 Accumulation:** There is no maximum accumulation of sick leave credits.

**5.3.4 Use of Sick Leave:** Sick leave is time off with pay for periods of illness or incapacity resulting from non-occupational illness or injury, medical, dental or optical examinations or treatment. Sick leave credits may not be used in increments of less than one hour.

**5.3.5 Medical Verification:** Department Head or the Town Supervisor may request a statement signed by a physician after three days or more of sick leave or when the employee is demonstrating a pattern of coupling sick leave with paid time off and/or weekends.

In the case of a communicable disease or off-the-job injury with an absence of three workdays or more, the Town may require medical verification that the employee is able to return to work with or without restrictions.

**5.3.6 Cash-Out of Unused Sick Leave Upon Retirement:** An employee hired **before January 1, 2017** who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to five hundred hours of the employee's accumulated sick leave. Payment will be at the employee's rate of pay at the time of retirement.

An employee hired on or **after January 1, 2017** who retires from the Town is not eligible for a cash pay-out of unused sick leave credits.

**5.3.7 Retirement Credit:** An employee will have the option of applying sick leave credits to Section 41-j of the Retirement and Social Security Law, which allows credit for accumulated sick leave at the time of retirement.

**5.3.8 Termination of Employment:** An employee who resigns or leaves employment due to disciplinary action will not receive a settlement for unused sick leave. In the event an employee is laid off, any unused sick leave credits will be reaccredited if the employee is recalled within two years.

## **5.4 Personal Leave**

**5.4.1 Allowance (front loaded on January 1<sup>st</sup>):** All employees covered hereby shall be entitled to three days with pay to be granted upon approval of the Department Head. All personal leave accrues on January 1<sup>st</sup> of each year.

For all newly hired employees, personal leave shall be accrued during the first year of employment as follows: if hired from January 1 to June 30 - 3 days of personal leave; or, if hired from July 1 to December 31 - 1.5 days of personal leave.

**5.4.2 Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

**5.4.3 Scheduling:** Each request shall be made twenty-four hours in advance. Personal leave is not to be deducted from sick leave or vacation pay. Requests can be denied if insufficient personnel would be available to maintain operations. Personal leave credits may not be used in increments of less than one hour.

**5.4.4 Termination of Employment:** An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

## **5.5 Bereavement Leave**

**5.5.1** All employees shall be entitled to three days absence from employment with pay, commencing the date of death until the day after the burial or memorial service, not chargeable to sick leave, for death in the family which will mean:

- Spouse or Domestic Partner
- Child
- Parent
- Sibling
- Grandchild
- Grandparent
- Daughter/Son-in-Law
- Mother/Father-in-Law
- Sister/Brother-in-Law

**5.5.2** The Town may request the employee to submit proof of death (i.e., copy of the obituary) for the purpose of payment under this provision.

## **5.6 Unpaid Leave**

**5.6.1** Additional leave off, without pay may be granted to the workers upon the approval of the Department Head. In case of refusal of additional leave time, final appeal to the Town Board, with no recourse to arbitration, is given to the employee.

## **6 MEDICAL - VISION**

### **6.1 Medical Insurance**

**6.1.1 Eligibility:** The Town will continue to provide a medical insurance plan and a prescription drug plan to each full-time employee and the employee's legally married spouse, children up to the age required by law, or other dependent for which the employee is required to support pursuant to Court order.

**6.1.2 Date Coverage Begins and Ends:** Coverage begins on the first day of employment provided the employee has completed the insurance application. Coverage ends on the last day of the month in which the separation of employment occurs, except as provided under State or Federal law (e.g. COBRA).

**6.1.3 Plan:** It is understood that for January 1, 2017, the medical insurance and prescription drug plan is the **"MVP Liberty Silver 8 High Deductible"**.

Each year an employee with individual only coverage will be responsible for the first **\$250** of the "high deductible". Each year an employee with dependent coverage (two-person or family) will be responsible for the first **\$500** of the "high deductible". Thereafter, the Town will be responsible for the remaining amount of the "high deductible" which will be funded through "Health Reimbursement Account". The employee is responsible for any co-insurance payments after the "high deductible" is fulfilled. (Note: the "high deductible" in 2017 for an individual plan is \$3,500 and for a two-person or family plan is \$7,000).

**6.1.4 Change in Insurance Plans:** The Town may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan's benefit and employee contribution structure and provider network are equivalent to the then current plan.

**6.1.5 Premium Payment (hired before September 1, 2004):** ~~Effective January 1, 2016,~~ The Town will pay **95%** of the monthly premium for individual coverage, two-person coverage, or family coverage, as the case may be. The employee's contribution of **5%** will be deducted from the employee's regular paycheck. The employee may elect to have such deduction made on a pre-tax basis.

**6.1.6 Premium Payment (hired after September 1, 2004 but before January 1, 2013):** The Town will pay **90%** of the monthly premium for individual coverage, two-person coverage, or family coverage, as the case may be. The employee's contribution of **10%** will be deducted from the employee's regular paycheck. The employee may elect to have such deduction made on a pre-tax basis.

**6.1.7 Premium Payment (hired after January 1, 2013 but before January 1, 2017):** The Town will pay **87.5%** of the monthly premium for individual coverage, two-person coverage, or family coverage, as the case may be. The employee's contribution of **12.5%** will be deducted from the employee's regular paycheck. The employee may elect to have such deduction made on a pre-tax basis.

**6.1.8 Premium Payment (hired on or after January 1, 2017):** The Town will pay **80%** of the monthly premium for individual coverage, two-person coverage, or family coverage, as the case may be. The employee's contribution of **20%** will be deducted from the employee's regular paycheck. The employee may elect to have such deduction made on a pre-tax basis.

## **6.2 Medical Insurance Buy-Out**

**6.2.1** Any employee declining health coverage shall be eligible to receive an annual reimbursement from the Town in the amount of twenty-five percent (25%) of the monthly premium for individual, two-person or family coverage, as the case may be, under the MVP Plan, or its successor, for individual, two-person, or family coverage, as applicable.

**6.2.2** To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan, as the case may be, and will not be eligible for this buy-out.

**6.2.3** Partial payment of the buy-out will be made in the employee's regular paycheck for each pay-period the employee is eligible for the buy-out. The buy-out is subject to applicable taxes.

## **6.3 Vision Plan**

**6.3.1** The Town shall enroll in Teamsters Local No. 445 Eyeglass Plan effective January 1, 2008.

## **6.4 Medical Insurance for Retirees**

**6.4.1 Coverage (retiree):** The Town offers medical insurance and prescription drug coverage to eligible full-time employees who are members of this collective bargaining unit after they retire from Town employment and are receiving retirement benefits from the New York State retirement system.

**6.4.2 Eligibility:** To be eligible for coverage, the retiree must meet all of these requirements: 1) have at least twenty years of continuous service as a full-time employee with the Town; 2) be at least sixty-two years of age unless the retiree has at least 30 years of continuous service in which case the age requirement will be at least 55 years; 3) retire directly from the Town; and, 4) be drawing a pension from the New York State Employees' Retirement System.

**6.4.3 Coverage (retiree's spouse):** Coverage is also available for the retiree's eligible spouse if: 1) the spouse was eligible for coverage under the Town's medical insurance plan on the retiree's last date of employment with the Town; and, 2) the spouse is not eligible to receive comparable medical insurance coverage under another plan. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the plan. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under state and federal laws.

**6.4.4 Insurance Plan:** Except as set forth below, the Town will make available the same medical insurance plan and prescription drug plan as it makes for active employees who are members of this bargaining unit.

When the retiree or the retiree's eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, that individual will be enrolled in a Medicare supplemental policy made available through the Town. The Town will reimburse the retiree for the Medicare Part B premium, but the Town will NOT reimburse the retiree's spouse for the Medicare Part B premium.

**6.4.5 Premium:** The retiree will pay the same percentage of the medical insurance premium into retirement as was in effect at the time of retirement. For example, if an employee was paying 15% of the premium at the time of retirement, then the retiree's contribution to the premium will be 15%.



## **7 DISABLED EMPLOYEES**

### **7.1 Workers' Compensation Insurance**

**7.1.1 Use of Leave Credits:** Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workers' Compensation payments, shall be compensated in the following manner: an employee may, at the employee's option, draw from the employee's sick leave credits, then personal leave credits, then vacation leave credits, and then compensatory leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave. The employee shall be entitled to retain any Workers' Compensation Benefits for any period for which sick leave pay is not paid or payable.

**7.1.2 Continuation of Medical Insurance:** The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time AND is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution.

### **7.2 Short-Term Disability Insurance**

**7.2.1 Coverage:** The Town shall continue to provide its employees coverage under the present disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance.

**7.2.2 Use of Leave Credits:** An employee may, at the employee's option, draw from the employee's sick leave credits, then personal leave credits, then vacation leave credits, and then compensatory leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town will be reimbursed for that portion of leave covered by the insurance and the employee will be re-credited with the proportional amount of leave.

**7.2.3 Continuation of Medical Insurance:** The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan AND is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution.

## **8 HOURS OF WORK**

### **8.1 Work Day and Work Week**

**8.1.1 Workweek:** The work week shall be Monday through Friday, inclusive, for all employees covered hereunder, except those employees who, by nature of their employment, are assigned otherwise.

**8.1.2 Workday:** The workday shall be 7:00 a.m. to 3:30 p.m. with a thirty-minute unpaid lunch.

**8.1.3 Meal Periods:** Lunch shall be taken at 12:00 noon or a convenient time thereafter. The thirty-minute lunch period shall commence upon cessation of work and shall include any travel time from the work site.

**8.1.4 Rest Periods:** Each employee shall be entitled to one fifteen minute break in the morning. An employee who chooses not to take a rest break will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

**8.1.5 Time Records:** Time clocks are to be maintained at the worksite to record the employee's hours of work, as per the policies established by the Town Board.

### **8.2 Additional Hours of Work**

**8.2.1 Overtime:** Employees shall receive overtime pay at the rate of one and one half times the regular hourly pay for all hours worked in excess of forty hours in a week and which have been approved by the Highway Superintendent.

Overtime shall be paid in fifteen-minute increments to the nearest fifteen minutes (e.g. round down if seven minutes or less; round up if eight minutes or more).

**8.2.2 Credit for Paid Leave:** For purposes of calculating the forty hours, paid vacation, personal, sick time, and holiday time shall be included but compensatory time shall be excluded.

**8.2.3 Compensatory Time:** An employee will have the option of receiving "compensatory time" in lieu of paid overtime. When an employee chooses to receive compensatory time, the employee will be credited with one and one-half hours of compensatory time for each hour of overtime worked.

In any calendar year, an employee may convert a maximum of **eighty hours** of overtime work into **one-hundred twenty hours** in compensatory leave credits.

An employee must use all compensatory leave credits within the period October 1 through September 30 or in the first pay period in November will receive payment for all unused compensatory time at the employee's then current rate of pay.

The Town shall provide the employee with a notice of accumulated comp time in the next payroll statement after the time new comp time is earned. State and Federal Law shall be followed in the granting of compensatory time.

Compensatory time may be taken any day, provided snow, ice or national disaster is not forecast for that day, after approval of the Highway Superintendent.

An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

**8.2.4 Procedure for Assigning Additional Hours:** Overtime will be assigned on a rotating basis from the seniority list, beginning with the most senior employee. All overtime shall be offered equally among employees, on a rotating seniority basis, provided the employee is qualified for the overtime task.

All hours worked by an employee held over at the end of a shift will not be counted in the rotational overtime call in list.

**8.2.5 Call-Out Pay:** Whenever an employee is called out, he/she shall be guaranteed a minimum of two hours pay at time and one-half of regular pay, provided the employee reports to work within one hour of being called. Work time shall be computed from arrival at the Highway Garage. This provision shall not apply if an employee is called out within two hours before the start of a regular scheduled shift.

**8.2.6 Work on Sundays:** Work on Sunday shall be paid at time and one-half, unless it falls within the assigned workweek.

## **9 WAGES & LONGEVITY**

### **9.1 Wage Rates**

**9.1.1 Pay Schedule:** The schedule set forth below will be the applicable "base job rate" for the period December 1, 2017 through December 31, 2019. On or before December 15, 2017, each year-round, full-time highway employee will receive a separate check in the amount of \$1900.

<b>Job Title</b>	<b>12-31-2016</b>	<b>12-1-2017</b>	<b>1-1-2018</b>	<b>1-1-2019</b>
Laborer	\$15.35	\$16.35	\$17.00	\$17.65
Medium Equipment Operator	\$19.35	\$20.35	\$21.00	\$21.65
Heavy Equipment Operator	\$19.85	\$20.85	\$21.50	\$22.15
Auto Mechanic	\$22.35	\$23.35	\$24.00	\$24.65
Foreman	\$22.60	\$23.60	\$24.25	\$24.90

Note: Certain employees hired before January 1, 2013 are paid above the base job rate - refer to **Appendix A**.

**9.1.2 New Hire Rate:** The Town may reduce the job rate by \$1.00 during the first six months of employment.

**9.1.3 Promotions:** In the event an employee is promoted to a different title, such employee shall receive a wage increase which shall be the greater of: 1) seven percent above the employee's current hourly rate; or, 2) the base rate applicable to the promoted position.

## 9.2 Longevity

**9.2.1 Longevity Bonus:** Employees shall be entitled to longevity compensation, which shall be payable in a lump sum no later than two pay periods following the employee's anniversary date of hire.

Number of Completed Continuous Years of Service	Compensation
3-5	\$200
6-8	\$400
9-11	\$600
12-14	\$800
15 or more	\$1000

Note: The amount of the longevity compensation shall be non-cumulative.

## 10 GENERAL PROVISIONS

### 10.1 Equipment

#### 10.1.1 Defective Equipment:

1. The Town shall not require any employee, nor shall any employee operate any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where such employee refuses to operate such equipment unless refusal is unjustified.

2. All equipment which is, in the judgment of the Town Mechanic, not mechanically sound or is unsafe, shall be appropriately tagged so that it cannot be used by other employees until repaired.

3. Under no circumstances will an employee be required to or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or Court Order, or in violation of a government regulation relating to safety of person or equipment.

4. The employee will report equipment problems or damage to the Department Head or designee, as they occur and in writing at the end of their shift.

5. The Town shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by the Town Mechanic and the defect repaired, or declared not to exist by the Town Mechanic.

**10.1.2 Vehicle and Traffic Law Violations:** The Town agrees to reimburse employee for payment of fines levied against an employee as a result of defective equipment in or on Town's vehicle being operated by the employee, unless such defect was caused by the employee. Each driver shall be required to inspect his assigned vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Law, Rules and Regulations.

## **10.2 Uniforms**

**10.2.1 Uniform Requirements:** Uniforms, one set per day, will be furnished by the Town to the employee. If an Employee fails to report to work in a clean uniform, the Highway Superintendent or Town Board representative may send him/her home to change uniforms and will deduct the time taken from the next regular paycheck. If an employee fails to remain in uniform the entire working day, he/she may be sent home for the remainder of the workday, without pay.

**10.2.2 Safety and Foul Weather Clothing:** The Town shall supply each Employee with rain gear, gloves, rubber boots, safety vest, safety glasses, a hard hat, and earplugs.

In addition, each year the Town will provide each employee with a winter clothing allowance of two hundred twenty-five dollars (\$225), which shall be paid in the payroll period after the appropriate Department Head has received the receipt and approved the payment.

**10.2.3 Work Shoes:** Each worker shall be allowed up to one hundred fifty (\$150) per year for pairs of Town-approved work shoes beginning on January 1, 2010, payable upon the submission of a voucher and receipt for such shoes.

**10.2.4 Work Shirts:** The Town will provide five short sleeve t-shirts per year, per employee. Employees shall be able to exchange t-shirts as needed when they are no longer appropriate to wear. Employees are responsible for cleaning.

## **11 MANAGEMENT RIGHTS**

### **11.1 Management Rights**

**11.1.1** The operation of the Highway Department and the Maintenance Department and the direction of staff are vested exclusively in the Town, and except as expressly limited by the other articles in this Collective Bargaining Agreement, the Town retains the exclusive right to manage and supervise the Highway Department and the Maintenance Department operations, to direct the work force, and to establish terms and conditions not expressly set forth herein and shall continue to retain all such authority and rights of the Town. Such rights of the Town include, but are not limited to, the right to plan, direct, control operations, determine operations for services to be performed by the Highway Department and the Maintenance Department and the employees, to abolish or change existing jobs, to establish and maintain productivity and quality standards, schedule working hours, hire, appraise, train promote, demote, transfer, suspend, discipline and discharge for just cause or pursuant to applicable law, to introduce new and improved methods, materials and facilities, or to change existing elements, materials or facilities, and to establish rules, regulations, terms and conditions not expressly set forth herein.

### **11.2 Personnel Policies**

**11.2.1** All employees shall be bound by the Town of Rhinebeck Personnel Policy Manual to the extent any provision thereof is not covered in this Agreement and is not a mandatory subject of collective bargaining.

### **11.3 Past Practices**

**11.3.1** The parties agree that the term "past practice" shall mean a condition of employment existing on or prior to ratification of this Agreement, but not addressed by the terms of this Agreement, provided to an employee or group of class of employees as a matter of practice by the Town. The parties further agree that no past practices will be deemed binding upon ratification of this Agreement, except with regards to hiring of seasonal or temporary employees by the Town.

## **12 APPLICATION OF AGREEMENT**

### **12.1 Duration of Agreement**

**12.1.1** This Collective Bargaining Agreement shall be effective from January 1, 2017 through December 31, 2019, unless otherwise agreed to by the parties.

### **12.2 Resolution of Deadlocks in Collective Bargaining**

**12.2.1** The parties agree to use their best efforts to conduct meetings for the purpose of collective bargaining 120 days prior to its expiration.

### **12.3 Savings Clause**

**12.3.1** Should any of the provisions, portions or applications of this Collective Bargaining Agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this Collective Bargaining Agreement shall continue to be in full force and effect.

**12.3.2** Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

### **12.4 Legislative Action**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## 12.5 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

### TOWN OF RHINEBECK

\_\_\_\_\_  
**Elizabeth Spinzia**  
Town Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Allan Scherr**  
Town Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Michael A. Richardson**  
Labor Relations Consultant

\_\_\_\_\_  
Date

### TEAMSTERS LOCAL 445

\_\_\_\_\_  
**Raymond Stanishia**  
Business Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Robert Wyant**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Robert Roush**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Brian Hanson**

\_\_\_\_\_  
Date

**Highway Department**

<b>Employee Name</b>	<b>12-31-2016</b>	<b>12-1-2017</b>	<b>1-1-2018</b>	<b>1-1-2019</b>
Michael Krentsa	\$19.88	\$20.88	\$21.53	\$22.18
Raymond Link	\$20.08	\$21.08	\$21.73	\$22.38
Brian Hanson	\$21.02	\$22.02	\$22.67	\$23.32
Rickie Stokes	\$21.02	\$22.02	\$22.67	\$23.32
Robert Roush	\$22.97	\$23.97	\$24.62	\$25.27
Robert Wyant	\$28.35	\$29.35	\$30.00	\$30.65

**Maintenance Department**

<b>Employee Name</b>	<b>12-31-2016</b>	<b>1-1-2017</b>	<b>1-1-2018</b>	<b>1-1-2019</b>
Robert Fitzpatrick	\$26.16	\$26.81	\$27.35	\$27.89



